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Radford Studio Center Inc.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

MARTIFER AURORA SOLAR LLC,

Debtor.

Case No. BK 14-10355 ABL

Chapter 11

**RESPONSE OF CBS BROADCASTING
INC. AND RADFORD STUDIO CENTER
INC. TO MOTION TO ASSUME
SETTLEMENT AGREEMENT WITH
ALTERNATIVE ENERGY FINANCING,
LLC**

Hearing Date: March 20, 2014

Hearing Time: 11:00 a.m.

Interested Parties, CBS Operations and Administration, a Division of CBS Broadcasting Inc. (“CBS”) and Radford Studio Center Inc. (“Radford”), respectfully submit the following response to the Debtor’s Motion to Assume Settlement Agreement with Alternative Energy Financing (Docket No. 370, herein “the Motion”):

1. CBS owns the real property located at 7800 Beverly Boulevard, in Los Angeles California (“Television City”). Radford is a wholly-owned subsidiary of CBS which owns the

1 real property located at 4024 Radford Avenue, in Studio City, California (“CBS Studio
2 Center”). In 2011 and 2012, CBS entered into several agreements with AEF (“the CBS Solar
3 Project Agreements”) under which AEF was to install and service solar electricity generating
4 equipment at Television City and the CBS Studio Center (“the CBS Solar Project”).

5 2. As set forth in the Motion (at ¶17), AEF recently received a \$977,946.00 rebate
6 from the Los Angeles Department of Water and Power (“the LADWP Rebate”) in connection
7 with the CBS Solar Project.

8 3. It appears that AEF assigned the CBS Solar Project Agreements to entities
9 known as the Studios Solar LLCs, which are not in bankruptcy.

10 4. As part of their settlement, the Debtor and AEF also entered into an agreement
11 entitled “Reassignment of Utility Rebates (“the Reassignment”), which is incorporated into the
12 Settlement Agreement as Exhibit C thereto and requires the Debtor to use the LADWP Rebate
13 to pay subcontractors who were retained by AEF and/or the Debtor to provide goods to or
14 perform services onsite at Television City or CBS Studio Center in connection with the CBS
15 Solar Project (“the Subcontractors”). Specifically, the Reassignment states that

16 Martifer covenants and agrees to apply the [LADWP] Rebates to fully satisfy any liens,
17 debts, claims and/or liabilities associated with the [CBS] Solar Projects with respect to
18 unrelated vendors, subcontractors, consultants and/or any other person or entity that
19 provided goods or services therefore [*sic*] (*i.e.*, neither Martifer, nor AEF, nor their
20 affiliates) prior to any other use or disbursement of such funds, including, but not limited
21 to, Cathay Bank.

22 5. The Debtor has admitted in the Motion that its “failure to use the [LADWP]
23 Rebate to fully satisfy the Subcontractors Claims would be an event of default under the [CBS
24 Solar Project Agreements] entitling CBS to terminate the [CBS Solar Project Agreements]”
25 (Motion at 6:22-24, ¶20.)

26 6. Despite the foregoing facts and admissions, the Debtor’s Motion does not
27 appear to seek an order requiring the Debtor to pay the Subcontractors from the LADWP
28 Rebate. Similarly, the Debtor’s Motion for Authority to Pay Certain Subcontractor Claims

1 [Docket No. 340] merely seeks “an order authorizing, **but not requiring**” the Debtor to pay
2 the Subcontractors. (Docket No. 340 at 10:5 – emphasis added.)

3 7. Based on the foregoing facts, CBS reserves all of its rights and remedies with
4 respect to the parties’ failure to pay the Subcontractors, despite the contractual requirements
5 and consequences described above.

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7 DATED: March 17, 2014

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